



Village of Weston, Wisconsin
OFFICIAL MEETING AGENDA OF THE PERSONAL COMMITTEE

The Regular meeting of the Village of Weston Personnel Committee, composed of five (5) members, will convene at the Weston Municipal Center, Board Room, 5500 Schofield Ave., Weston, on **Monday, January 18, 2016, at 4:30 p.m.** to consider the following matters:

- A. Opening of Session.
 - 1. Meeting called to order by Trustee Ziegler at 4:30 p.m.
 - 2. Clerk will take attendance and roll call
 - 3. Request for silencing of cellphones and other electronic devices.
 - 4. Acknowledgment of visitors if any.
- B. Comments from the public on matters pertaining to committee business and oversight.
- C. Presentations.
- D. Business Items for consideration, discussion, and action.
 - 5. [Aquatic Center 2016 Season Recruitment and Lifeguard Incentive Program.](#)
 - 6. Convene into closed session under Wisconsin State Statutes 19.85 (1) (c) for the purpose of considering the employment, compensation, or performance evaluation data of any employee over which the governmental body has jurisdiction or exercises responsibility to consider compensation and performance evaluation data of Administrative Specialist/Deputy Clerk (materials for this agenda item will not be included in the meeting packet, but will instead be transmitted to Committee members via email).
 - 7. Reconvene into Open Session;
 - 8. [Update on recruitments and searches;](#)
 - 9. [Recommendation to create a new position entitled Administrative Specialist – Finance Department and place the position on Grade on the Carlson Dettmann Pat Matrix. Recommendation to authorize Administrator to begin recruitment and selection process for this position.](#)
 - 10. [Acknowledge Hiring of Donna Stroik as Deputy Finance Director, with appointments as a Deputy Treasurer and Deputy Clerk of the Village of Weston.](#)
 - 11. [Update on Carlson Dettmann;](#)
 - 12. Update on Lumin Training
- E. Reports.
 - 13. Clerk / Employee Resources Manager
 - 14. Administrator
- F. Remarks from Committee; discuss items to be included for the next Personnel Committee agenda.
- G. Set next meeting date for **Mon, February 15th, 2016.**
- H. Announcements.
 - Save the date: 20th Anniversary Celebration – Friday, March 11th, 2016 @ Dale's Weston Lanes.
- I. Adjourn.

WITNESS: My signature this 15th day of January, 2016.

Daniel Guild
Weston Village Administrator

This notice was posted at the Municipal Center, and on the Village's website at www.westonwi.gov, and was emailed to local media outlets (Print, TV, and Radio) on 1/15/2016 @ 4:30 p.m. A quorum of members from other Village governmental bodies (boards, commissions, and committees) may attend the above noticed meeting in order to gather information. No actions to be taken by any other board, commission, or committee of the Village, aside from the Board of Trustees. Should a quorum be other government bodies be present, this would constitute a meeting pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553,494 N.W.2d 408 (1993). Wisconsin State Statutes require all agendas for Committee, Commission, or Board meetings be posted in final form, 24 hours prior to the meeting. Any posted agenda is subject to change up until 24 hours prior to the date and time of the meeting. Any person who has a qualifying disability as defined by the Americans with Disabilities Act requires that meeting or material to be in accessible location or format must contact the Weston Municipal Center at 715-359-6114, by 2pm the Friday prior to the meeting so any necessary arrangements can be made to accommodate each request.

#D5

Village of Weston

Personnel Committee Meeting

Agenda Item Cover Sheet

**Village of Weston, Wisconsin
AGENDA ITEM COVERSHEET
Requested for Official Consideration and Review**

REQUEST FROM: **BRADLEY MROCZENSKI, AQUATIC CENTER MANAGER**

ITEM DESCRIPTION: **AQUATIC CENTER EMPLOYEE INCENTIVES**

DATE/MTG: **PERSONNEL COMMITTEE; MONDAY, JANUARY 18, 2016**

POLICY QUESTION: Should the Personnel Committee approve the Aquatic Center Employee Incentives?

RECOMMENDATION TO: I recommend the approval of the Aquatic Center Employee Incentives

LEGISLATIVE ACTION:

- | | | |
|--|------------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> Acknowledge/Approve | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Proclamation |
| <input type="checkbox"/> Administrative Order | <input type="checkbox"/> Policy | <input type="checkbox"/> Reports |
| <input type="checkbox"/> Expenditure | <input type="checkbox"/> Procedure | <input type="checkbox"/> Resolution |

FISCAL IMPACT ANALYSIS:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Budget Line Item: | Increase of \$2,250 to Aquatic Center Wages for Employee Reimbursements |
| <input checked="" type="checkbox"/> Budget Line Item: | Increase of \$4,000 to Aquatic Center Wages for Employee Bonuses |
| <input type="checkbox"/> Budgeted Expenditure: | |
| <input type="checkbox"/> Budgeted Revenue: | |

STATUTORY / RULEMAKING / POLICY REFERENCES:

- | | |
|--|--|
| <input type="checkbox"/> WI Statue: | |
| <input type="checkbox"/> WI Administrative Code: | |
| <input type="checkbox"/> Case Law / Legal: | |
| <input type="checkbox"/> Municipal Code: | |
| <input type="checkbox"/> Municipal Rules: | |

PRIOR REVIEW: The Aquatic Center Employee Incentives proposal has been reviewed by the Personnel Committee and Board of Trustees. The Personnel Committee asked for clarification of the requirements for certification reimbursement and the requirements for the year-end bonus before approval.

BACKGROUND:

Due to dwindling lifeguard numbers, attracting new staff and retaining current staff is becoming more critical. An incentive plan that offers reimbursement of \$100 for new certifications and \$50 for re-certification could help draw new staff to our organization as well as help retain our current staff.

Staffing the aquatic center the final two weeks of the year has also been a challenge with staff leaving for school or just wanting some free time before heading back to school. An incentive plan that offers bonuses to staff for completing the season will help us staff the pool adequately to keep the facility open and fully functioning for patrons.

- ☒ Supplemental Briefer for Agenda Items under Consideration?
☐ Attachments?

Village of Weston, Wisconsin
AGENDA ITEM LEGISLATIVE ANALYSIS
Supplemental Briefer for Agenda Items under Consideration

From: Bradley Mroczenski, Aquatic Center
Date/Mtg: Manager Monday, January 18, 2016
Re: Aquatic Center Employee Incentives

1. Policy Question:

Should the Personnel Committee approve of the Aquatic Center Employee Incentives?

2. Purpose:

The purpose of the Aquatic Center Employee Incentives is to provide incentive to employees to return seasonally and finish the season to completion. Also, the purpose is to help attract potential employees by providing incentives to work at the Weston Aquatic Center.

3. Background:

The past two seasons have been a struggle to get staff to work through the end of the season. Last season we were able to fully staff the aquatic center each day which included myself getting in stand to help fill holes. The previous season we had days where portions of the pool were closed or had to close early entirely due to lack of staff. The reasons for there being a lack of staff vary from staff leaving for school to wanting time off before heading back to school. There is also a declining number of people going through the lifeguarding classes and have also heard from staff they may not re-certify due to cost of re-certification. The dwindling numbers leaves concern for me, as well as other pool supervisors and directors in the area, about staffing levels and guard availability.

4. Issue Analysis:

The first incentive would be to help cover the cost of certification for new guards and help cover the cost of re-certification for returning staff. Having talked with a few aquatic instructors at the YMCA, they have noticed a substantial decrease in the number of people taking the lifeguard certification class. Some classes have been cancelled due to insufficient numbers of students taking each class. By offering to help cover a portion of the certification costs, we may be able to make lifeguarding more inviting and it could help get more guards through the class and come to work for us. Over the past season, I overheard many conversations regarding guards possibly not returning next season. I asked them for some reasons as to why they were thinking this and one of the common answers was the cost of re-certification. If we would cover a portion of the re-certification, we may be able to retain more employees. I did a small poll on the Facebook Guard page and everyone that responded said they would strongly consider returning if a portion of the re-certification costs would be reimbursed. Currently, certification classes through the YMCA cost \$175-\$195 and the cost of re-certification is \$78-\$87 depending on membership status. I propose we cover \$100 of the new certification cost and \$50 of re-certification costs for employees. The reimbursement would not take place until the employee has worked 80 hours for the Village, not including pre-season in-service hours and in good standing with the Village. Good standing with Village would constitute being to work on time, zero unexcused missed shifts and performing in a professional manner. Write ups, misconducts or other disciplinary action may disqualify the individual from reimbursement. Revoking reimbursement would be at the discretion of the Aquatic Center Manager. Most returning guards work between a 20-30 hour week and most new staff work a lighter schedule ranging 10-20 hours per week. By requiring staff to work the 80 hours to reimburse them, most returning staff would receive reimbursement in the beginning to middle of July and new staff would receive the reimbursement in the middle to end of July. This would help protect against staff quitting their position

after reimbursement to work at another facility. 15 first season employees with \$100 reimbursement for certification would be \$1,500. 15 returning employees with \$50 reimbursement for re-certification would be \$750. I went with 15 returning staff as not everyone is on the same 2 year re-certification schedule. Both reimbursements combined would be a grand total of \$2,250.

The second incentive would be to offer a year-end bonus to the staff that completes the season. Currently we offer an alternate schedule that is separate from the season long schedule. The last two weeks of the season the alternate schedule is in effect. For two weeks leading up to the alternate schedule, staff has the ability to sign up for shifts that work for their schedules. The reason behind this system is many guards that go to college have different start days to their school year. One guard this season had to leave us August 7th due to classes beginning on August 10th. The downside of this system is that guards pick what they want to work and although this season was much better than last, many shifts can go unfilled. The consequences of this are we've had to close sections of the pool down early or even closed the entire facility early due to lack of staff. I propose we offer a \$200 dollar bonus to employees that work a minimum of 25 hours each week, carry themselves in a professional manner and remain in good standing with the Village for each of the final two weeks. Good standing again would constitute being to work on time, zero unexcused missed shifts and performing in a professional manner. Write ups, misconducts or any other disciplinary action may disqualify the individual from receiving the end of season bonus. Revoking of the bonus would be at the discretion of the Aquatic Center Manager. If a staff member is only able to work 25 hours for one week, we can offer them a \$100 bonus. I believe this incentive will help to staff the aquatic center adequately through the final day of our season. 20 employees qualifying for the \$200 bonus would equal \$4,000.

5. Fiscal Impact:

Covering \$100 of certification costs of 15 new staff would equal \$1,500. Covering \$50 of re-certification costs of 15 returning employees would equal \$750. Both reimbursements combined equal \$2,250.

Around 20 employees filling 25 hours per week will cover all the shifts to keep us fully running. 20 employees qualifying for the \$200 bonus would result in a grand total of \$4,000 in bonus.

6. Statutory References:

7. Prior Review:

When proposals were submitted to the Park and Recreation Committee, they gave direction as to put an incentive program together. This proposal has been reviewed by the Personnel Committee and the Board of Trustees. The Personnel Committee asked for clarification of the requirements for certification reimbursement and the requirements for the year-end bonus before approval.

8. Policy Choices:

Approve Aquatic Center Employee Incentives
Approve Aquatic Center Employee Incentives with modifications
Not Approve Aquatic Center Employee Incentives

9. Recommendation:

I recommend the Aquatic Center Employee Incentives be approved.

10. Legislative Action:

11. Attachments:

Pay Scale for Aquatic Center Staff

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year
Head Guard	\$10.25	\$10.60	\$10.95	\$11.30	\$11.65	\$12.00
Lifeguard	\$9.00	\$9.35	\$9.70	\$10.05	\$10.40	\$10.75
Swim Instructor	\$9.25	\$9.60	\$9.95	\$10.30	\$10.65	\$11.00
Front Desk	\$7.75	\$8.10	\$8.45	\$8.80	\$9.15	\$9.50
Maintenance	\$8.50	\$8.85	\$9.20	\$9.55	\$9.90	\$10.25

*1st year wages are current and the only wages set for a pay scale. 2nd year and beyond are proposed wages and parallel the old pay scale that rewarded employees with a \$.35 wage for returning each season.

*Swim Instructor is not a current wage position as they are paid as lifeguards. Thoughts from staff was that it would be nice to include swim instructors in the weekend rotation. Currently, swim instructors do not work weekends and they have not in the past. Swim instructors also have what most staff considers the “perfect schedule” seeing they work mostly first shift hours and only a handful of times may be scheduled past 6 pm. Since there was not a pay increase for the added responsibility, I decided to use the weekends off as incentive for taking on the added responsibility. If I would include them in the weekend rotation, I feel that there should be some form of compensation for taking on the added responsibility.

*Maintenance is not a current position at the aquatic center, but included a pay scale should we decide to go this direction. If we can find people that are capable of doing the pool maintenance such as spraying off the deck, cleaning the facility, shower foaming the locker rooms, etc. it would take pressure off the park staff. We’ve had maintenance staff in the past but it didn’t work out for various reasons.

City of Wausau Pool Staff Wage Scale

	1 st year	2 nd Year	3 rd Year
Head Guard	\$9.95	\$10.45	\$10.95
Lifeguard	\$9.20	\$9.70	\$10.20
Cashier	\$7.55	\$8.05	\$8.55

*Wage Scale provided by Karyn Power, Recreation Superintendent for the City of Wausau

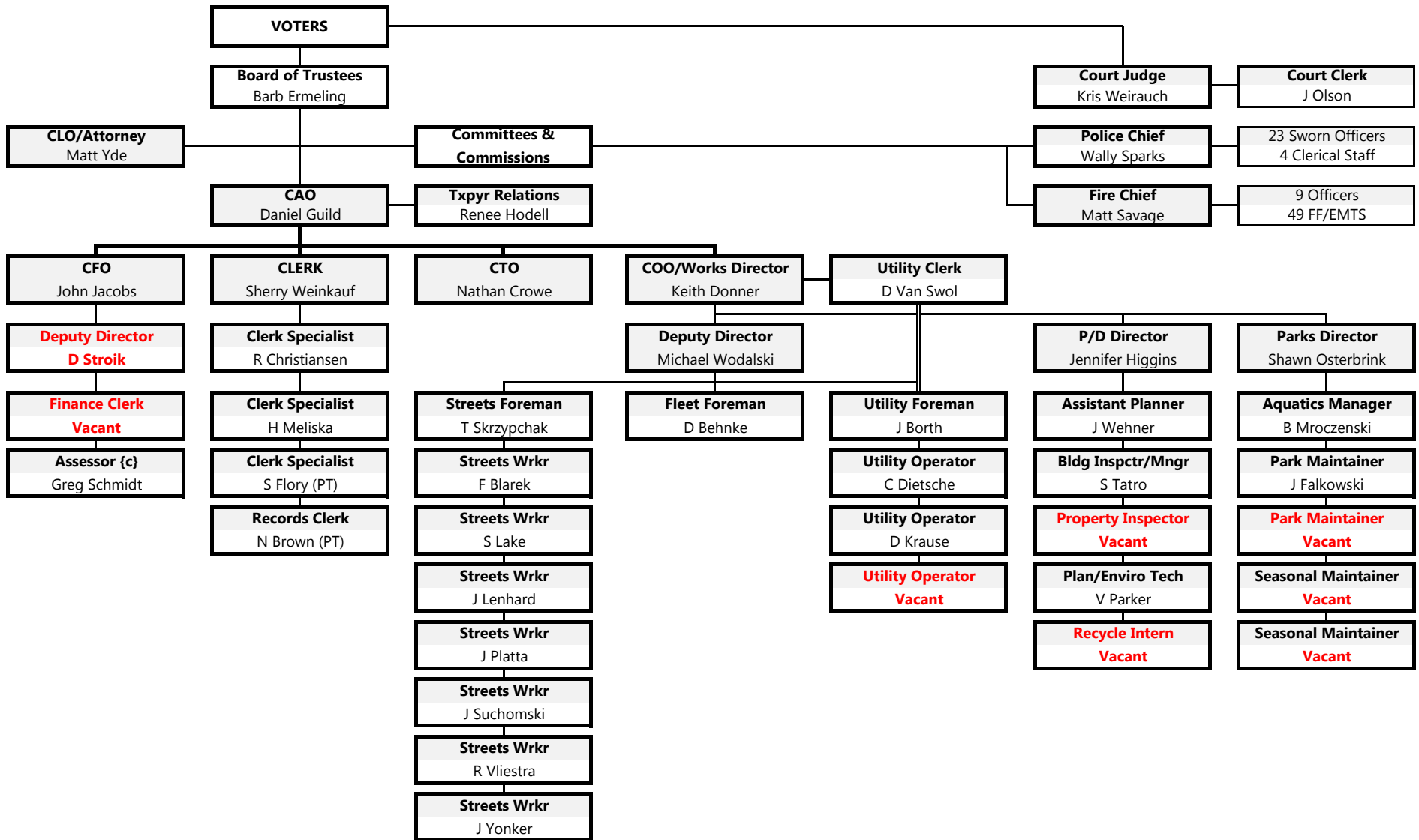
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Village of Weston

Personnel Committee Meeting

Agenda Item Cover Sheet

Village of Weston Organization Chart 2016 (As of 1/12/2016)



VILLAGE OF WESTON CARLSON DETTMAN PAY MATRIX
2016 GRADE ORDER LIST (Adopted 12-01-2015)

Grade	POINT INTERVAL		87.5%	90%	92.5%	95%	97.5%	100%	Merit	120%
	From	To	Minimum	Step 2	Step 3	Step 4	Step 5	Step 6		Maximum
T	1050	1099	\$ 46.46	\$ 47.79	\$ 49.12	\$ 50.44	\$ 51.77	\$ 53.10	→	\$ 63.72
			Administrator							
S	1000	1049	\$ 42.76	\$ 43.98	\$ 45.21	\$ 46.42	\$ 47.65	\$ 48.87	→	\$ 58.64
			Vacant							
R	950	999	\$ 39.35	\$ 40.47	\$ 41.60	\$ 42.72	\$ 43.85	\$ 44.97	→	\$ 53.96
			Director of Public Works							
Q	900	949	\$ 37.28	\$ 38.34	\$ 39.41	\$ 40.47	\$ 41.53	\$ 42.60	→	\$ 51.12
			Vacant							
P	850	899	\$ 35.20	\$ 36.21	\$ 37.22	\$ 38.22	\$ 39.23	\$ 40.23	→	\$ 48.29
			Director of Finance/Treasurer							
O	800	849	\$ 33.12	\$ 34.08	\$ 35.02	\$ 35.97	\$ 36.91	\$ 37.86	→	\$ 45.43
			Director of Planning and Development							
N	750	799	\$ 31.06	\$ 31.95	\$ 32.84	\$ 33.73	\$ 34.61	\$ 35.50	→	\$ 42.60
			Deputy Director of Public Works							
M	700	749	\$ 28.98	\$ 29.81	\$ 30.64	\$ 31.47	\$ 32.30	\$ 33.12	→	\$ 39.75
			Building Inspector/Buildings Manager							
			Clerk/Employee Resource Manager							
			Parks, Recreation, and Forestry Director							
			Technology Services Director							
L	650	699	\$ 26.71	\$ 27.47	\$ 28.25	\$ 29.01	\$ 29.77	\$ 30.53	→	\$ 36.64
			Deputy Finance Director							

VILLAGE OF WESTON CARLSON DETTMAN PAY MATRIX
2016 GRADE ORDER LIST (Adopted 12-01-2015)

Grade	POINT INTERVAL		87.5%	90%	92.5%	95%	97.5%	100%	Merit	120%
	From	To	Minimum	Step 2	Step 3	Step 4	Step 5	Step 6		Maximum
K	600	649	\$ 24.84	\$ 25.55	\$ 26.26	\$ 26.97	\$ 27.68	\$ 28.39	→	\$ 34.07
			Taxpayer Relations Coordinator							
J	550	599	\$ 22.76	\$ 23.42	\$ 24.06	\$ 24.72	\$ 25.36	\$ 26.01	→	\$ 31.22
			Utility Foreman							
			Works/Fleet Foreman							
			Works/Maintenance Foreman							
I	500	549	\$ 20.70	\$ 21.29	\$ 21.88	\$ 22.47	\$ 23.06	\$ 23.65	→	\$ 28.38
			Aquatic Center Manager							
			Assistant Planner							
			Utility Maintenance Senior Operator							
H	450	499	\$ 18.62	\$ 19.15	\$ 19.68	\$ 20.21	\$ 20.75	\$ 21.28	→	\$ 25.53
			Arborist / Parks Maintainer							
			Code Enforcement Property Inspector							
			Streets / Works Maintenance Senior Operator							
			Utility Maintenance Operators							
G	400	449	\$ 16.55	\$ 17.02	\$ 17.49	\$ 17.97	\$ 18.44	\$ 18.92	→	\$ 22.70
			Administrative Specialist - Finance							
			Planning & Environmental Technician							
			Streets / Works Maintenance Operator							
			Taxpayer Relations Specialist							
			Utility Clerk							
			Utility Maintenance Worker							
F	350	399	\$ 14.48	\$ 14.88	\$ 15.30	\$ 15.71	\$ 16.13	\$ 16.54	→	\$ 19.85
			Administrative Specialist - Clerks							
			Court Clerk							
			Parks / Streets / Works Maintenance Worker							

VILLAGE OF WESTON CARLSON DETTMAN PAY MATRIX
 2016 GRADE ORDER LIST (Adopted 12-01-2015)

Grade	POINT INTERVAL		87.5%	90%	92.5%	95%	97.5%	100%	Merit	120%
	From	To	Minimum	Step 2	Step 3	Step 4	Step 5	Step 6		Maximum
E	325	349	\$ 13.31	\$ 13.68	\$ 14.07	\$ 14.44	\$ 14.83	\$ 15.21	→	\$ 18.24
Office Assistant										
D	300	324	\$ 12.41	\$ 12.76	\$ 13.11	\$ 13.47	\$ 13.82	\$ 14.18	→	\$ 17.01
Refuse Recycling Intern										
C	275	299	\$ 11.49	\$ 11.82	\$ 12.14	\$ 12.47	\$ 12.80	\$ 13.13	→	\$ 15.75
Seasonal Works Maintainer										
B	250	274	\$ 10.64	\$ 10.94	\$ 11.24	\$ 11.55	\$ 11.85	\$ 12.15	→	\$ 14.59
Seasonal Park Maintainer										
A	225	249	x	x	x	x	x	x	→	x
AC Head Lifeguard*										
AC Lifeguard*										
AC SlideTop/Cashier*										
Ice Rink Attendent*										

* Please refer to wages in Aquatic Center Handbook / PP&P Handbook Chapter 6

#D10

Village of Weston

Personnel Committee Meeting

Agenda Item Cover Sheet

Memorandum

File: 2016-DRG-00

Type: Open Record, Low Discretion

To: Donna Stroik, R21658 Hilltop Road, Hatley, Wisconsin 54440

Date: Thursday, January 14, 2016

Re: **Contingent Offer of Employment**

Dear Donna,

Thank you for your interest in the Deputy Finance Director position for the Village of Weston. I am pleased that you have accepted my preliminary, contingent offer of employment. Please review the terms of my offer, and if you have any questions, you can call me either morning or evening here at the Weston Municipal Center, at 715-359-6114, or on my cell phone at 715-571-9693.

It is my plan to present my recommendation to hire you to the Weston Board of Trustees at its next regular meeting of Monday, January 18. You are welcome to come and attend this public meeting with your family and introduce yourself to our management team and elected officials.

Prior to the beginning of your employment the following contingencies need to be met:

- We will contact your current employer and complete a reference check.
- We will need you need to pass a post-offer medical exam (including an audiogram and vision test), per Section 4.17 of the Employee Handbook;
- We will need you need to complete a drug and alcohol screening, per Section 4.18 of the Employee Handbook.
- We will you shall pass a criminal background check per Section 4.19 of the Employee Handbook

The details of your employment offer are as follows:

- Your direct supervisor will be John Jacobs, Finance Director/Treasurer.
- Your position is a full-time, salaried position, which is classified as exempt.
- You will be expected to work a minimum of 40 hours per week, with the current regular schedule being Monday through Friday, from approximately 8 AM through 4:30 PM. Specific seasons involving audit preparation and budget preparation will require additional evening hours and potential weekends. You will also be expected to attend certain regular public meetings of the Village, including Board of Trustee meetings, Personnel Committee meetings, and Finance Committee meetings, amongst others.
- Your pay rate will start at Grade L, Step 3, which is \$28.25/hr.



Daniel Guild
Administrator/C.A.O.
Cell: 715-571-9693
dguild@westonwi.gov

5500 Schofield Avenue
Weston, WI 54476
715-359-6114
www.westonwi.gov

- You will be eligible for benefits provided to employees of the Village, including health and dental insurance.
- You will be eligible for benefits provided to employees of the Village, including participation in the Wisconsin Retirement System pension plan for public employees (http://etf.wi.gov/members/benefits_wrs.htm).
- Your family will also receive free summer passes to the Weston Aquatic Center.
- You will earn paid-time off on a bi-weekly accrual schedule according to the schedule described in Section 13.04 of the Village of Weston Employee Handbook.
 - Given your prior work experience as a Finance Director, I will be crediting you with 10 years of prior work experience. Your bi-weekly PTO accrual will be 8 hours per pay period.
 - Given your prior work experience as a Finance Director, I will be crediting you with 10 days, or 80 hours in your medical leave bank.
- Your start date will be Wednesday, February 10th, 2016.

Specific questions about your benefits can be directed to Village of Weston Employee Resources Manager, Sherry Weinkauff. More detail about some of the above-referenced items can be found in the following supplemental documents:

1. The current job description for the position of Deputy Finance Director
2. A full copy of the Village of Weston, Employee Personnel Policies and Procedures Manual, Version 8 dated, June 9, 2014.
3. A summary of employee benefits

We would also like to coordinate getting an updated professional photo of you, so that we might share the news about your hire with our citizens and taxpayers.

Please coordinate your screenings and exams with Weston Employee Resources Manager, Sherry Weinkauff. She can be reached here at the Village at 715-359-6114 or by email at sweinkauff@westonwi.gov.

We are very much looking forward to working with you as a new member of the team. Local government is an exciting career and we wish you the best on this journey with us. Please keep this letter and enclosed information for your file.

Sincerely,

Daniel Guild
Administrator

#D11

Village of Weston

Personnel Committee Meeting

Agenda Item Cover Sheet

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
VILLAGE OF WESTON, WISCONSIN
AND
CARLSON DETTMANN CONSULTING, LLC**

This professional service agreement (hereinafter the "Agreement") is made and entered into by and between the Village of Weston, WI (hereinafter "the Village") and Carlson Dettmann Consulting, LLC, a Wisconsin limited-liability company (hereinafter "Consultant(s)").

WHEREAS, the Village has a strategic plan to guide its future decision-making on critical operational and financial matters; and,

WHEREAS, the Village requires a competent, customer-oriented workforce in order to deliver community services of the highest quality in an efficient manner; and,

WHEREAS, the Village Board has adopted a performance-based compensation plan requiring deployment of an effective employee development program; and,

WHEREAS, the Village desires to manage its compensation program using Consultant's Total Rewards Management System (TRMS); and,

WHEREAS, the Village also requires specific consulting services in the area of employee relations to manage its collective bargaining process; and,

WHEREAS, the Village desires to engage Consultants to provide certain consulting services related to TRMS and employee relations; and,

WHEREAS, Consultants and the Village wish to set forth in greater detail the conditions governing their relationship; and,

WHEREAS, Consultant is willing to provide professional consulting services to the Village under the terms set forth below.

THEREFORE, the Village and Consultant agree to the following:

- 1) Term. The term of this Agreement shall be from November 1, 2015, until December 31, 2017, unless extended by both parties. Either party may terminate this Agreement during its term or any subsequent renewal terms by providing sixty (60) days' written notice, and the parties shall meet prior to October 1, 2017, to review the Scope of Services and any modifications to the Agreement that either party wishes to propose.
- 2) Scope of Services. The Consultant shall provide to the Village consulting services as follows:
 - a) Define rewards policies aligned with strategic objectives
 - b) Measure employee engagement and satisfaction and develop action plans to address any areas of concern
 - c) Identify and inventory rewards of employment
 - d) Maintain quality job documentation
 - e) Validate internal equity utilizing the Carlson Dettmann Point Factor Job Evaluation System

- f) Measure external competitiveness and recommend pay plan updates annually
- g) Assist the Village in measuring benefits from a total rewards perspective
- h) Continue to enhance the employee development process through development of accurate measures, auditing of results, and coaching
- i) Establish and manage an effective total rewards communications policy
- j) Provide employee relations services
 - i) Serve as lead negotiator for collective bargaining with the law enforcement bargaining unit
 - ii) Represent the Village as requested in matters of bargaining agreement administration
 - iii) Provide consultation on other employee relations matters as requested
- 3) Lead Consultants. Patrick Glynn will be the primary consultant assigned to the Village on employee relations matters. Jenna Bidwell will be the primary consultant on all other tasks. Charles Carlson will have overall responsibility for this service agreement. Consultant shall assign additional staff to specific tasks as required.
- 4) Primary Village Contact. The Village Administrator will provide work direction to Consultant and provide the primary reporting relationship.
- 5) Fees. The Village shall pay the Consultant a monthly retainer of \$2,500 on the first of every month plus expenses for mileage, meals, and lodging, as required, for work in the previous month.
- 6) Performance Requirements of Consultant. Unless noted herein, Consultant shall furnish all labor, materials, administration, services, supplies, equipment, transportation, and quality control necessary to provide professional consulting services.
- 7) Performance Requirements of Village. The Village shall provide and make available to the Consultant access to its human resources and related systems of record as necessary to fulfill said services. Further, as appropriate, the Consultant will be allowed access to all relevant confidential information with the understanding that the Consultant is a business partner.
- 8) Independent Contractor. It is mutually understood and agreed, and it is the intent of the parties hereto, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. The Consultant shall remain an independent contractor under this Agreement. All employees of Consultant or subcontractors shall remain the responsibility of the Consultant and shall not become employees of the Village under this Agreement. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, withholding taxes or other benefits available to Village employees shall accrue to the Consultant or its employees performing services under this Agreement.


- 9) Indemnification. The Consultant agrees it shall defend, indemnify, and hold harmless the Village, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Village, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the negligent or intentional acts or omissions of the Consultant, its officers or employees. The Village agrees it shall defend, indemnify, and hold harmless the Consultant, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Consultant, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the negligent or intentional acts or omissions of the Village, its officers or employees.
- 10) Trade Secrets. The Carlson Dettmann Point Factor Job Evaluation System and methodology, marketplace surveys performed, Total Rewards Management System, and job point evaluation data collected and analyzed to perform the Scope of Services is owned by Consultant, is confidential and proprietary, and is a trade secret pursuant to Wis. Stats. s. 134.90. The Village (including its officers, employees, agents and representatives) shall not disclose, disseminate, or otherwise misappropriate these trade secrets without the express consent of Consultant.
- 11) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin in effect on the date of this Agreement.
 - a) Venue. Should it become necessary for either party to pursue legal action under the terms of this Agreement the venue for such action shall be the circuit court for Calumet Village.
- 12) Assignment. Neither party to this Agreement may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.
- 13) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. be affected by the illegal, invalid or unenforceable provision or by its severance.
- 14) Binding Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the parties.
- 15) Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements and/or understandings, whether written or oral, with respect to the subject matter contained in this Agreement. No terms, conditions, warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by the Village and the Consultant.
- 16) Notices. Any notices required to be given under this Agreement shall be delivered by U.S. First Class mail, postage prepaid or by overnight carrier service. Notices by U.S. First Class mail shall be deemed delivered 3 days after delivery to

the post office. Notices by overnight carrier shall be deemed delivered upon signing for the notice. All notices shall be addressed as follows:

- a) To Village: Village Administrator; 5500 Schofield Avenue; Weston, WI 54476.
- b) To Consultant: Carlson Dettmann Consulting, LLC; 6733 Frank Lloyd Wright Avenue; Middleton, WI 53562.

VILLAGE OF WESTON, WI


By:


Daniel Guild, Village Administrator

Date: 12/3/2015

CARLSON DETTMANN CONSULTING, LLC

By:


Charles E. Carlson, Partner

Date: 12/3/15